

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF BENSON

CONTRACT NO. 81-619
SPA-81-01

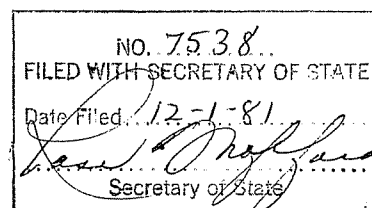
THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes Section 11-951, through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF BENSON, a municipal corporation hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is the mutual benefit of the STATE and the TOWN to enter into an agreement covering the maintenance of certain State Highways known as U.S. 80 and State Routes B-10 and S-10, which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF BENSON over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN, as more particularly set forth



upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein-after to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this Agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the TOWN as set forth by this Agreement.
3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:
 - a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
 - b. Bridges and drainage.
 - c. Guardrails and fences.
 - d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
 - e. Routine maintenance of roadway, median and curb.
 - f. Permits for highway right of way encroachments and use.
 - g. Removal of snow, sand, rock and other debris caused by slides or other causes.
 - h. Traffic control devices, including approved crosswalks, signs, striping and curb marking (except street name).
4. That the TOWN shall, except as otherwise expressly provided in this Agreement have jurisdiction and control over routine maintenance of:
 - a. Sidewalks.
 - b. Sprinkling.
 - c. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

- d. Street name signs.
 - e. Routine sweeping and cleaning of roadway, curb and median.
 - f. Parking signs.
5. That the STATE OF ARIZONA, acting by and through its STATE DEPARTMENT OF TRANSPORTATION shall, except as otherwise expressly provided in the Agreement, have jurisdiction and control and be responsible for the betterments of that certain state highway known as State Route Spur 10, Ocotillo Street, as delineated upon the map attached hereto and marked "Exhibit C"; said jurisdiction, control and responsibility to include:
- a. Major maintenance such as resealing and resurfacing.
 - b. Transportation permits, such as over-weight, over-width over-height as prescribed by law.
 - c. Traffic control devices as noted in Paragraph 1 (i) of this Agreement.
 - d. Permits for highway right-of-way encroachments and use.
 - e. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public, including energy charges.
6. That the TOWN OF BENSON shall have jurisdiction and control over routine maintenance and be responsible for routine maintenance of that certain state highway known as State Route Spur 10, Ocotillo Street, as delineated upon the map attached hereto and marked "Exhibit C"; as confirmed by the TOWN OF BENSON by Resolution, a copy of which is attached hereto and marked "Exhibit F", and by reference made a part hereof; said jurisdiction, control and responsibility to include:
- a. Sidewalks.
 - b. Sprinkling.
 - c. Bridges and drainage.
 - d. Routine maintenance of roadway and curbs. Various types of maintenance include, but are not limited to patching, crack sealing, spot seal patching, sweeping and cleaning.
 - e. Removal of sand, rock and other debris caused by slides or other unusual causes.
 - f. Snow removal operations.
 - g. Guardrails and fences.
 - h. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

- i. Street name signs, parking signs and marking in accordance with uniform STATE standards. The TOWN shall maintain all approved crosswalks presently in place across streets which are apart of the state highway system and shall maintain any additional crosswalks after the initial installation by the State Department of Transportation. The outer limits of the parallel parking zones shall be installed initially by the STATE; maintenance of the line and subdivision into spaces shall be done by TOWN forces.
7. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways, except as might occur temporarily during normal maintenance of intersecting streets.
8. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
9. That the TOWN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.
10. That the TOWN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right-of-way.
11. All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the Department of Transportation.
12. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the TOWN.

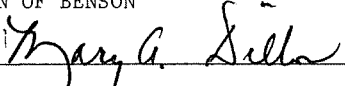
13. This Agreement shall be filed with the Secretary of State and shall become effective on the First day of October, 1981. but in no event prior to its being filed with the Secretary of State.
14. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
15. This Agreement shall remain in force and effect until midnight, September 30, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
16. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
17. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
18. All parties are hereby put on notice that this agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

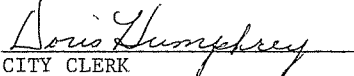
STATE OF ARIZONA
Arizona Department of Transportation

BY: 
Chief Deputy State Engineer

TOWN OF BENSON


BY: 
TITLE: MAYOR

ATTEST:


CITY CLERK

RESOLUTION

Be it resolved on this date, November 24, 1981 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the TOWN OF BENSON, enter into the intergovernmental agreement for the purpose of maintaining of certain State Highways known as US 80 and State Routes B-10 and S-10, which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF BENSON over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN.


W. A. ORDWAY, Director
Arizona Department of Transportation

RESOLUTION NO. 40-81

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF BENSON, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS KNOWN AS U.S. 80 AND STATE ROUTES B-10 and S-10, WHICH ARE STATE HIGHWAYS OF THE STATE OF ARIZONA AND WHICH TRAVERSE THE SAID TOWN OF BENSON OVER THOSE CERTAIN STREETS WHICH ARE NECESSARY AND CONVENIENT LINKS FOR THE CONNECTION OF SECTIONS OF THE AFORESAID STATE HIGHWAYS AND FOR CARRYING OF SUCH STATE HIGHWAYS THROUGH TOWN, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS, there is a need to provide regular routine maintenance along and within the major highway transportation corridors of the Town of Benson.

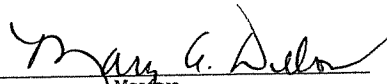
WHEREAS, the Town desires to enhance its image, to reflect its pride in the community.

WHEREAS, the attached agreement reflects joint participation by the Town and State to achieve the aforementioned.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council of the Town of Benson, that the Town enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on being filed with the Secretary of State;

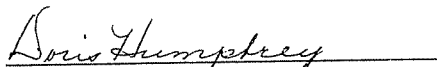
BE IT FURTHER RESOLVED, that the Town Manager of Benson, Arizona is authorized, empowered and directed to execute said agreement on behalf of the Town.

PASSED this 14th day of Sept 1981 by the Mayor and Town Council of the Town of Benson, Arizona.



Mayor

ATTEST:



Town Clerk

APPROVED AS TO FORM:



Attorney

Exhibit "A"

DETERMINATION

The Office of the Town Attorney of Benson, Arizona has determined that the Town of Benson, Arizona is authorized under the laws of the State of Arizona to enter into that agreement entitled Intergovernmental Maintenance Agreement between the State of Arizona and the Town of Benson, Arizona, which Agreement was authorized at the Town Council meeting of September 14, 1981 and by Resolution 39-8/ .

Town of Benson

Office of The Town Attorney

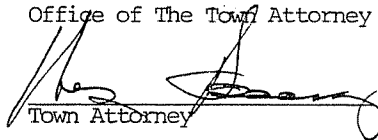

Town Attorney

Exhibit "B"



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-619, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of November, 1981.

ROBERT K. CORBIN
Attorney General

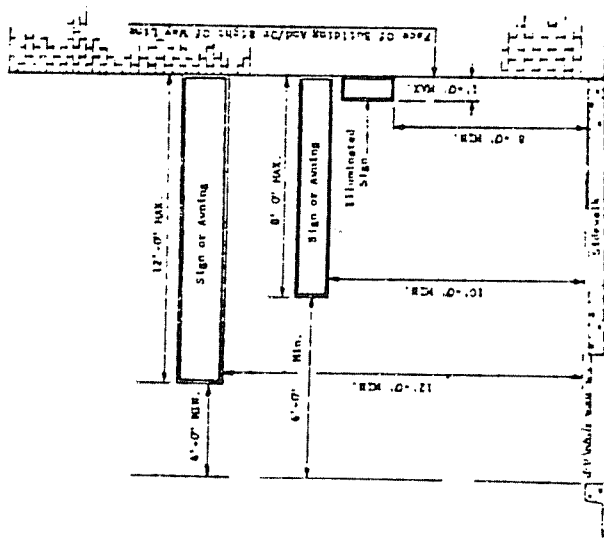
Albert Morgan
Assistant Attorney General
Transportation Division

AUTHORIZED POSITION OF ADVERTISING SIGNS
ALONG STATE HIGHWAY RIGHT OF WAY

EXHIBIT "D"

GENERAL NOTE

1. A permit is required for all encroaching or obtruding signs and markings. These signs and markings are permitted in rutted urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Portage Road within Highway R/U in urban areas as permitted by this standard.
3. Signs with words "stop", "slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and markings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/U are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way area.



PERMIT AWZED

ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STANDARD PLANS
PLANT REGULATIONS
FOR SIGNS AND MARKINGS

CERTIFICATION

I, Doris Humphrey, the duly qualified and acting Town Clerk of the Town of Benson, County of Cochise, State of Arizona, do hereby certify that the foregoing is a true and correct copy of and from the minutes of the Town Council of the Town of Benson, County of Cochise, State of Arizona, made in official session the 14th day of Sept 1981.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Town of Benson this 14th day of Sept 1981.

Doris Humphrey
Doris Humphrey Town Clerk
Town of Benson

G. B. O'NEAL
G. B. O'NEAL
DISTRICT ENGINEER

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Lasher Cowie Agency, Inc.
1807 N. Central Ave.
Phoenix, AZ 85004

NAME AND ADDRESS OF INSURED

Town of Benson
PO Drawer AG
Benson, AZ 85602

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	Ohio Casualty
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	AMP 312861	7-1-82	BODILY INJURY	\$500.	\$ 500.
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$500.	\$ 500.
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY			PERSONAL INJURY		
	<input type="checkbox"/> COMPREHENSIVE FORM					\$ 500.
	<input type="checkbox"/> OWNED			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> NON-OWNED			PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	<input type="checkbox"/> UMBRELLA FORM				\$	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM			STATUTORY		
					\$	(EACH ACCIDENT)
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Arizona Department of Transportation
District 3
Box 711
Safford, AZ 85546
ATTN: George Christianson

DATE ISSUED:

9/22/81

Robert Cowie

AUTHORIZED REPRESENTATIVE

Exhibit "E"